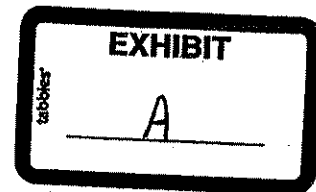


**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
Civil Action No.: 3:09-CV-447**



INSIDEOUT CHAMPIONS SERIES, LLC,

Plaintiff,

v.

RHEIN PALISADES, LLC ,

Defendant.

**CONSENT FINAL JUDGMENT**

Based on the stipulation and agreement of Plaintiff InsideOut Champions Series LLC ("ICS") and Defendant Rhein Palisades LLC ("Rhein") as evidenced by the signatures of their authorized representatives below, the Court hereby makes the following findings of fact and conclusions of law:

1. Plaintiff ICS is a limited liability company organized and existing under the laws of the State of Delaware, with a principal place of business in the Southern District of New York with its business address located at 401 Lafayette Street, New York, NY 10003.
2. Defendant Rhein is a limited liability company organized and existing under the laws of the State of North Carolina, with its principal business headquarters in Mecklenburg County, North Carolina with its business address located at 7400 Carmel Executive Park, Suite 205, Charlotte, NC 28266.
3. ICS organizes and puts on several tennis tournaments in various selected markets and locations each year where the players compete in fan friendly formats with a champion crowned on the last day of each event. One such event is the Outback Champions Series.

4. Rhein is the developer of a real estate project encompassing a complex including new custom homes, custom home sites and sports facilities located near Charlotte, North Carolina and called the Palisades (the "Palisades").

5. In or about July 2007, ICS and Rhein entered into a written agreement entitled Champions at the Palisades Tournament Agreement (the "Agreement") which provided that Rhein would sponsor the annual Outback Champions Series tennis tournaments to be held at the Palisades through and including each of years 2007, 2008, 2009, 2010 and, subject to Rhein's election, 2011.

6. Pursuant to the Agreement, Rhein is required to pay a sponsorship fee in installments commencing six months prior to each of the annual tournaments.

7. Rhein has failed to pay sponsorship fees in part or in full for years 2008, 2009, 2010 and 2011.

8. ICS has performed all of its contractual obligations under the Agreement.

9. As a result of Rhein's breach of the Agreement, ICS has suffered damages in an amount no less than \$600,000.00.

With the consent of the parties, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. The Court hereby enters final judgment in favor of Plaintiff InsideOut Champions Series LLC and against Defendant Rhein Palisades, LLC, in the principal amount of \$600,000.00 plus interest at the statutory rate from the date of entry of this Consent Final Judgment through the date of satisfaction in full thereof; and

2. This Consent Final Judgment constitutes a final judgment that resolves and disposes of all claims for relief set forth in this action.

SO ORDERED this the 19 day of JULY, 2010.

Robert J. Corns  
Superior Court Judge Presiding  
WDNC

WE CONSENT:

PLAINTIFF INSIDEOUT CHAMPIONS SERIES LLC

By: [Signature]  
Name: Jonathan P. Versan  
Title: Partner

DEFENDANT RHEIN PALISADES, LLC

BY: RHEIN INTERESTS OF CHARLOTTE, LLC  
[Signature]

By: [Signature]  
Name: DANIEL L. BARNARD  
Title: MANAGER / VP  
RHEIN INTERESTS OF CHARLOTTE, LLC